

## REAL ESTATE CONTRACT

This Agreement (the "Agreement"), is entered into this \_\_\_\_\_ day of July, 2021, by and between Ragsdale Egg Production, LLC, a Missouri Limited Liability Company, ("SELLER"), and \_\_\_\_\_, of \_\_\_\_\_, ("BUYER").

**1. Sale of Property.** SELLER agrees to sell, and BUYER agrees to buy, upon the terms and conditions set out herein, together with all rights, privileges, easements, appurtenances, and improvements thereon, the property generally described as follows (the "Property"):

Tract 2 – Home with Large Shop & Apartment on 4 acres M/L (subject to final survey).

Legal Description to follow.

Includes (2) Refrigerators, (2) Stoves, Dishwasher, Microwave.

\*\*\*\*Not included: (2)LP Tanks, 2021 crops, Washer, Dryer, Dog Kennel, Unattached Shelving, all Personal Property\*\*\*\*

**2. Purchase Price.** The Purchase Price for the Property shall be \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00). This amount represents the final Auction Bid plus a 5% buyer's premium added thereto.

### **3. Terms of Payment.**

Deposit Money: BUYER shall pay to SELLER the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00) into escrow to be held until closing with the Missouri Abstract & Title Company located at 407 N. High St., California, MO on the day bidding closes and execution of this Agreement. This amount represents 10% percent of the purchase price ("Deposit Money"). The Deposit Money shall be non-refundable. In the event that BUYER is unable to close due to insufficient funds or otherwise, SELLER shall be entitled to the Deposit Money.

Balance: BUYER shall pay all remaining funds to SELLER at Closing by certified funds.

**4. Closing.** Closing shall take place on or before August 27, 2021 or as agreed otherwise by the parties. Closing shall take place at (or by mail or electronic if allowed by title company) Missouri Abstract & Title Company located at 407 N. High St., California, MO.

**5. Taxes.** SELLER shall be responsible for all 2020 real estate taxes and all prior years. BUYER shall be responsible for all 2021 real estate taxes.

**6. 2021 Crops.** BUYER acknowledges that the crops are reserved for the current tenant and BUYER agrees to provide tenant reasonable access thereto. The tillable land is selling free and clear for the 2022 farming season.

**7. Closing Costs.** BUYER and SELLER shall split equally all closing costs unless specifically designated otherwise herein. SELLER will deliver

**8. Condition of Property and Inspections.** BUYER is buying the Property "As Is" with no reliance upon condition or warranty of the SELLER. BUYER acknowledges that the Property has been thoroughly inspected. SELLER is providing no express or implied warranties.

**9. Fencing.** BUYER is purchasing all fence on the Property "As Is." Any obligation to bring any fence in accordance with state law is the responsibility of the BUYER.

**10. Mineral Rights.** All mineral rights held by SELLER shall be transferred upon Closing.

**11. Covenants.** Property is being sold subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.

**12. Title Insurance.** SELLER and BUYER agree to split equally the costs of a title commitment and title insurance.

**13. Facsimile or Electronic Signature.** A facsimile or electronic signature shall have the same effect as an original.

**14. Announcements.** BUYER acknowledges that any announcements made the day of sale shall take precedence over advertising.

**15. Financing.** This Agreement is not contingent upon BUYER obtaining financing or other BUYER contingencies.

**16. Environmental clean-up.** BUYER is purchasing the property with full responsibility for any future site clean-up and all expenses associated therewith.

**17. Tract 1 – Large Modern Cage Free Egg Layer Facility & Tillable Land on 99 Acres M/L.** In the event that BUYER does not purchase Tract 1 (being sold simultaneously), BUYER acknowledges that BUYER is purchasing the Property subject to a shared driveway easement/maintenance agreement to be established. The costs and maintenance of the driveway shall be split equally with the buyer of Tract 1. Both Tract 1 and Tract 2 have their own well and no water rights shall be granted to the other. Further, if Tract 1 and Tract 2 have different buyers, BUYER acknowledges that a survey shall be completed of Tract 2. BUYER acknowledges that the selling price is a lump sum price and no adjustments shall be made in the event that the recorded acres are different then the stated acres.

**18. Survey.** SELLER will provide a survey of Tract 2 in the event that BUYER is not also the buyer of Tract 1.

**19. County FSA.** It shall be the obligation of the BUYER to report to the appropriate County FSA office with appropriate documentation to receive the following if applicable: allotted bas acres, any future government programs, and final tillable acres.

**20. SELLER to remain as tenant.** SELLER shall rent the home & shop building on Tract 2 through January 1, 2022. Rent shall be \$1,000.00 a month. A \$4,000.00 credit to the BUYER shall be provided at closing for rent. The shop apartment will be vacant at Closing and available to BUYER for useage.

**21. Broker.** BUYER acknowledges that Steffes Group, Inc. is representing the SELLER.

**SELLER:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
On behalf of Ragsdale Egg Production, LLC

**BUYER:**

By: \_\_\_\_\_ Date \_\_\_\_\_